MEMORANDUM OF UNDERSTANDING

IN-HOME SUPPORTIVE SERVICES (IHSS)
PROVIDER UNIT

July 1, 2026 through June 30, 2028

ORANGE COUNTY IHSS PUBLIC AUTHORITY

AND

UNITED DOMESTIC WORKERS OF AMERICA,
AFSCME Local 3930

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ORANGE COUNTY IN-HOME SUPPORTIVE SERVICES (IHSS)
PUBLIC AUTHORITY
AND THE
UNITED DOMESTIC WORKERS OF AMERICA
AFSCME Local 3930

July 1, 2026 – June 30, 2028

ARTICLE 1. PREAMBLE

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the Orange County In-Home Supportive Services (IHSS) Public Authority (hereinafter referred to as "Public Authority") and the United Domestic Workers of America, AFSCME Local 3930, AFL-CIO (hereinafter referred to as "Union") as a result of collective bargaining regarding the wages, hours, and terms and conditions of employment which are to be in effect during the period July 1, 2026 through June 30, 2028 for employees in the IHSS Provider Unit. This agreement shall be in compliance with the Employer-Employee Relations Resolution of the Orange County IHSS Public Authority except as otherwise provided in Section 12300 and 12301.6 of the State of California Welfare and Institutions Code, as amended. The Union and the Public Authority acknowledge that the relationship between the Public Authority and the employees in the IHSS Provider Unit, who are individual providers, is governed by state law, specifically Welfare and Institutions Code Section 12301.6, that this relationship is unique, and that the Public Authority does not employ or manage the IHSS Providers in the role of a traditional employer and that the IHSS recipients (Consumers) remain the employer for the purposes of hiring, terminating and supervising the work of any independent provider providing services to them. IHSS recipients may also train providers regarding their individual needs.

Unique Nature of Services

The Public Authority and the Union also recognize and appreciate the unique nature of the services rendered by IHSS Providers, who provide valued services to IHSS recipients. The special relationship between the Provider and the recipient of service is deserving of the parties' sincere respect and appreciation.

ARTICLE 2. UNION RIGHTS

Section 1. Recognition

The Orange County IHSS Public Authority recognizes the United Domestic Workers of America, AFSCME Local 3930, AFL-CIO, as the exclusive representative of the In-Home Supportive Services Individual Providers covered by this Agreement.

Section 2. Dues Deduction

a. The Union has the exclusive privilege of dues deduction for all IHSS Providers in the bargaining unit covered by this agreement. The Union will advise California Department of Social Services (CDSS) or the designated payroll agent for Providers in the bargaining unit covered by this agreement, to deduct all authorized dues, assessments and/or fees required by the Union. All such dues deductions shall be made in compliance with all applicable laws.

b. The IHSS Public Authority shall, on a monthly basis, provide to the Union a list of all current members of the bargaining unit including: name, address, telephone number, social security numbers, hours paid per month and earnings. The list shall be provided on diskette or via electronic mail, in an agreed upon format.

c. The Union shall defend, indemnify, save, protect and hold harmless the Public Authority and the County and their respective boards, directors, officers, and employees from any costs, liabilities, attorneys fees, and damages arising out of any and all claims, demands, suits or other actions alleging that the Public Authority, County, or Union has misused or inappropriately disclosed Provider information obtained from the Public Authority. Provider information includes but is not limited to Providers' names, addresses, telephone numbers, social security numbers and earnings. The Union shall limit its use of information to lawful Union purposes.

Section 3. Bulletin Boards/Notices to Employees

a. Bulletin Boards

The Public Authority agrees to provide a suitable bulletin board, placed in every Public Authority office in the County of Orange, upon which the Union may post its formal notices provided that material posted is not derogatory to the Public Authority of the County of Orange or its employees. Additionally, if the Public Authority decides to send a mailing to all IHSS Providers, the Public Authority will give the Union fifteen (15) business days advance notice of its intent and will allow the Union to include Union information in the mailer as long as the information is not derogatory as outlined above. The Union will provide the Public Authority with any

materials to be included in a mailing at least ten (10) business days in advance, unless mutually agreed upon, of the mailing and cover any increased costs due to including the Union materials.

b. Union Access to Public Authority Buildings

The Public Authority agrees to admit to any of its Orange County offices the authorized representative(s) of the Union for purposes of adjusting grievances and conducting other legitimate, appropriate Union business related to enforcing and monitoring this agreement. The Union shall notify the Public Authority of the name of its authorized representatives upon ratification of this agreement.

c. Languages

The Public Authority shall provide the capability at its administrative office to communicate with IHSS Providers as required by Title VI of the Civil Rights Act of 1964.

Section 4. Union Representatives at Assessments

a. Union representatives will not seek to conduct union business related to enforcement of this Agreement at the home of the recipient. However, Union representatives have the right to contact IHSS Providers at the addresses provided to them. In certain instances, union representatives may inadvertently visit a recipient's home, having been given the recipient's address as that of the IHSS Provider. Under such circumstances, the union representative may speak with the IHSS Provider after explaining the purpose of the visit and receiving permission from the Provider. If the address visited is the exclusive residence or the recipient, the union representative must also, wherever possible and practical, receive permission from the IHSS recipient to either (1) make an appointment at another location and/or time; or (2) continue with the meeting.

b. Any determination regarding the amount of service hours a recipient shall be authorized is made by the Orange County Social Services Agency in consultation with the recipient and, when necessary, their provider of services.

Section 5. Union Stewards

a. The Public Authority will recognize up to one Union steward for every one hundred (100) bargaining unit members.

b. The Public Authority will recognize up to ten (10) stewards designated Senior Stewards.

c. The Public Authority will recognize up to five (5) stewards designated as District Representatives.

d. All such stewards, Senior Stewards and District Representatives shall be selected by the Union. The Union will provide a list of IHSS Providers in these positions to the Public Authority on a quarterly basis.

e. Upon UDW request, the Public Authority shall reimburse UDW for an amount equal to certain expenses that UDW incurred to retain the use of five (5) Union Stewards, or designees, during MOU negotiations or in preparation for MOU negotiations. To obtain reimbursement, UDW shall bill the Public Authority on a monthly basis for an amount equal to the base hourly wage of the providers multiplied by the number of hours that the identified Union Stewards assisted in MOU negotiations or preparations, not to exceed fifty (50) total hours in any month for all Union Stewards, or designees, combined. UDW shall seek reimbursement only for Union Steward hours which are directly related to MOU negotiations or preparation for such negotiations, and only for hours which fall between the period beginning upon UDW's request to bargain a successor MOU, but no sooner than one hundred fifty (150) days prior to expiration of the existing MOU and ending with the Board of Supervisor's ratification of the MOU. Nothing in this section shall be interpreted to mean that Union Stewards are Public Authority or County employees or providing services to the Public Authority or County during the hours described in this paragraph.

Section 6. Registry List

Upon request, but not more than once per month, the Public Authority shall provide to the Union a list of all potential Providers on the IHSS registry. Such roster shall include the name, address and telephone number of each person on the registry.

ARTICLE 3. PUBLIC AUTHORITY RIGHTS

a. Unless otherwise specified in this Memorandum of Understanding, the Public Authority retains the exclusive right to determine the merits, necessity or organization of any service or activity and to determine the methods, means and personnel by which its operations are to be conducted; to determine its mission, and that of any constituent subsections, committees, and other related work groups, to add or delete names from the registry (in accordance with Section b. below) and to make all necessary actions to carry out its mission in emergencies.

b. If an existing bargaining unit member's name were to be deleted from the registry, the Public Authority will notify the member and the union of this action, along with their right to appeal the decision, in writing within

ten (10) business days. The member may exercise the following steps to appeal the decision:

1. Request, in writing, the reasons for this action within ten (10) business days of receiving their notice.

2. Within ten (10) business days of receiving the reasons for the action as outlined in Subsection A. above, the member may submit, in writing, an appeal to the Public Authority Executive Director. The Executive Director will meet with the member and/or their representative to consider the appeal. The Executive Director will render a decision in writing within ten (10) business days of receiving the appeal.

3. Within ten (10) days of receiving the decision of the Executive Director, the member and/or their representative may request an impartial mediation through the State Mediation and Conciliation Service. Mediation shall be the final step of this appeals process.

ARTICLE 4. CONSUMER RIGHTS

a. The Union and the Public Authority recognize the right of consumers, as established by law and by the Ordinance creating this Public Authority, to hire, terminate and supervise the work of any IHSS Provider providing services to them, as well as to train such individuals in the manner in which those services are to be provided.

b. The Union shall neither seek nor receive information from the Public Authority regarding the name, address, phone number, or any other personal information regarding consumers. Union representatives and IHSS Providers shall maintain strict standards of confidentiality regarding consumers and shall not disclose personal information pertaining to consumers obtained from any source unless the disclosure is compelled by the legal process or otherwise required by law. The consumer may consent to limited disclosure of information described herein and such consent may be withdrawn at any time for any reason.

ARTICLE 5. LABOR-MANAGEMENT RELATIONS COMMITTEE (LMC)

a. The Public Authority and the Union recognize the importance of maintaining an effective working relationship in order to fulfill the mission of the IHSS program and provide quality, reliable care to all clients/consumers. Both parties recognize their responsibility to address any program matter that might affect this goal.

b. The Public Authority and the Union shall establish a Labor-Management Relations Committee. The purpose of the Committee shall be to consider and, when agreed upon, take action on matters affecting the relations between the parties and recommend measures to improve client care and the IHSS program. The committee shall not engage in negotiations, consider matters properly the subject of a grievance or an individual matter.

    1. Each party shall select their own participants for the Committee. However, either party may request the removal of a participant from the other group if that participant becomes too disruptive to the work of the Committee.

    2. The Committee shall be composed of up to eight (8) Union representatives and up to eight (8) Public Authority representatives or their designee. Recommendations of the committee shall be decided upon by a show of consensus and not by majority vote.

    3. The Committee will be co-chaired by one of the Union representatives and one of the Public Authority representatives.

    4. The Committee will meet upon the request of either the Union or the Public Authority, but no more than one meeting per month unless agreed upon by the parties.

    5. Minutes from committee meetings will be prepared by the Public Authority and the Union, with alternating responsibility, within thirty (30) days of each meeting.

    6. The Public Authority and the Union will address each recommended item within a reasonable amount of time or as agreed to by the parties.

    7. Employee Committee members serve on a voluntary basis and will receive no compensation from the Public Authority for their participation.

ARTICLE 6. GREIVANCE PROCEDURE

Section 1. Definition

From time to time there may be differences and misunderstandings about the interpretation and application of the terms of this Agreement. Both parties agree that these differences and/or misunderstandings should be resolved promptly and, whenever possible, through informal means of communication between employees and the Public Authority. The Union will encourage bargaining unit members to discuss and resolve their concerns directly with appropriate Public Authority staff as the first step in addressing any work-related problem in order to prevent the need for a formal grievance. However, it is also acknowledged that occasions may arise in which informal means are inadequate to resolve work-related disputes concerning the interpretation or application of this agreement.

A grievance is hereby defined as a claim by an employee, a group of employees or the Union covered by this agreement involving an alleged violation of a provision of this Agreement by the Public Authority. Participation in the grievance procedure in any capacity shall be solely on the Provider's own time, and shall not be treated as within any IHSS Recipient's allocated service hours, or as paid time.

The grievance procedure shall not apply to matters over which the Public Authority has no jurisdiction, consumer rights or regarding the County of Orange.

Section 2. Grievance Procedure Steps

All grievances shall be handled in the following manner:

Step one: The employee/Union shall meet and present her/his grievance to the Public Authority designee within ten (10) working days of the alleged violation. The Public Authority designee will respond to the grievance, in writing, within fourteen (14) days of this meeting.

Step two: If no settlement is reached in Step one, the grievance shall be submitted to the Executive Director of the Public Authority within ten (10) working days from the Step one response. The Executive Director, within seven (7) working days, shall meet with the employee/Union to discuss the grievance. The Executive Director will respond to the grievance, in writing, within ten (10) working days of this meeting.

Step three: If no settlement is reached in Step two, within ten (10) working days after the step two grievance procedure response is received, the employee/Union shall have the right to request an impartial mediation through the State Mediation and Conciliation Service. The mediator will meet with the parties to attempt to resolve the grievance and the parties shall share any mediation costs equally.

Step four: In the event the grievance is not resolved by mediation, the grievance may be submitted for arbitration within ten (10) working days of

the mediation meeting. No grievance may proceed to arbitration until an attempt to resolve the matter has been made through mediation at Step three of this procedure.

Section 3. General Provisions for Arbitration

a. In the event that the dispute proceeds to arbitration the parties shall make a good faith effort to agree on an arbitrator. If the parties are unable to agree on a arbitrator within ten (10) working days from receipt of the arbitration request, the parties shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service and shall meet to alternatively strike the names from the list of arbitrators until, through process of elimination, only one name remains.

b. No less than ten (10) working days prior to an arbitration hearing, the parties shall exchange any documentary evidence that will be used during the course of the arbitration hearing.

c. The parties shall share the costs of the arbitrator equally.

d. At the hearing, both parties shall have the right to be heard and to present evidence. The following rules shall apply:

1. Oral evidence shall be taken only under oath.

2. Each party shall have the right to call and examine witnesses, introduce exhibits and cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination. If the employee does not testify on his or her own behalf, the employee may be called and examined as if under cross-examination.

3. The Public Authority shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.

e. The decision of the arbitrator shall be binding on all parties.

f. The arbitrator may sustain, modify or rescind an appealed action. If the arbitrator decides to modify or rescind the action, any monetary award will be limited to any actual losses of pay or benefits by the employee(s). No claim shall be awarded for retroactive adjustments of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.

ARTICLE 7. ORIENTATION AND TRAINING

A. The Public Authority will inform the bargaining unit members of training classes that are designed to offer activities to enhance the skills of IHSS Providers and to ensure ongoing access to appropriate and relevant information and training necessary to provide quality of care to IHSS recipients.

   The Labor Management Relations Committee will develop an orientation meeting for new IHSS Providers, which shall be optional, and will also develop an informational packet for all bargaining unit members (in languages as required by Title VI of the Civil Rights Act of 1964) to explain various items important to the work of the IHSS provider. These items would include, but are not limited to hours/assessments, services, rights, rules, time card instructions, contact numbers and complaint/action forms. The Public Authority will also allow the Union to include in the packet of information Union contact information including Union website address.

   The Public Authority agrees to work with the Union within the Labor Management Relations Committee to jointly pursue outside sources of additional funding that may be used to establish training and development programs for bargaining unit members, including the prospect of paid training for skill development and career enhancement. The Public Authority will pursue these activities, as its time availability makes practical and shall not be responsible for guaranteeing the receipt of any such funding or for the outcome of any such grant seeking efforts.

B. If State or Federal funds become available for Provider training at no cost to the County/Public Authority during the term of this contract, the parties will meet within sixty (60) days to reach an agreement on the amount of monies that will be allocated and the trainings that will be offered to providers.

C. The Public Authority and UDW agree to establish a working group during the term of this contract, to discuss opportunities for new training options and categories.

ARTICLE 8. PAYROLL

Section 1. Payroll

To promote a timely and accurate payroll system, the Public Authority and the Union will utilize the Labor Management Relations Committee to identify causes and solutions to on-going problems resulting in late, lost or inaccurate paychecks and related payroll issues. When the causes of problems are outside the direct control of the Public Authority, the Public Authority and the Union agree to work cooperatively to create solutions by bringing the problems to the attention of the responsible agencies and working with those agencies to seek and implement appropriate solutions.

Section 2. Direct Deposit

In order to ensure that employees receive their paychecks in a timely manner and to avoid late, missing, delayed or lost paychecks, the Public Authority will cooperate with the establishment of a system to be developed by the State Controller to direct deposit IHSS Providers' paychecks into their bank accounts once this option has been made available by the State Controller. This service will be optional and made available at no cost to the employee.

ARTICLE 9. WAGES

Section 1. Wages

A. The base wage for Providers shall be the Federal, State, or other applicable minimum wage, whichever is greater.

B. The Public Authority will continue to supplement the base wage outlined in Section 1.A. above at a total supplemental wage of $0.50 per hour. The cost of the supplement has been added to the County's Maintenance of Effort (MOE) on a permanent basis, and will not be compounded for subsequent increases not locally negotiated.

C. The Public Authority will supplement the base wage outlined in Sections 1.A. and 1.B. above at an additional $0.75 per hour, making the total supplemental wage $1.25 per hour. The increase will be pursuant to the terms of the Welfare and Institutions Code § 12306.1. The cost of the Wage Supplement will be added to the County's Maintenance of Effort (MOE) on a permanent basis, but will not be compounded for subsequent increases not locally negotiated.

D. Effective January 1, 2024 the Public Authority will supplement the base wage outlined in Sections 1.A., 1.B., and 1.C. above at an additional $0.75 per hour, making the total supplemental wage $2.00 per hour. The increase will be pursuant to the terms of the Welfare and Institutions Code § 12306.1. The cost of the Wage Supplement will be added to the County's Maintenance of Effort (MOE) on a permanent basis, but will not be compounded for subsequent increases not locally negotiated.

E. Effective upon Union Ratification, County Board of Supervisors and State approval, the Public Authority will supplement the base wage outlined in Sections 1.A., 1.B., 1.C., and 1.D. above at an additional $0.50 per hour, making the total supplemental wage $2.50 per hour. The increase will be pursuant to the terms of the Welfare and Institutions Code § 12306.1. The cost of the Wage Supplement will be added to the County's Maintenance of Effort (MOE) on a permanent basis, but will not be compounded for subsequent increases not locally negotiated.

F. Effective November 1, 2027, the Public Authority will supplement the base wage outlined in Sections 1.A., 1.B., 1.C., 1.D. and 1.E. above at an additional $0.45 per hour, making the total supplemental wage $2.95 per hour. The increase will be pursuant to the terms of the Welfare and Institutions Code § 12306.1. The cost of the Wage Supplement will be added to the County's

Maintenance of Effort (MOE) on a permanent basis, but will not be compounded for subsequent increases not locally negotiated.

Section 2. Wage and Benefit Contingency

A. If, during the term of this agreement, either Federal or State participation levels are reduced, State realignment funds are reduced, the State caps their funding participation for provider wages and/or benefits lower than the wages and/or benefits paid under this agreement, or the State or Federal cost sharing formula is modified in any manner that would result in an increased cost to the County/Public Authority to maintain the wage and/or benefit levels in this Agreement, the affected wages and/or benefits will be adjusted by an amount necessary to keep the total costs to the County/Public Authority the same as it would have been had the State or Federal participation level not been adjusted.

B. In the case of a reduction in the Federal or State participation levels, as described in Article 9, Section 2.A. above, upon request of the Union, the parties will meet and confer to modify the distribution of the impact of the reduction between wages and benefits within 90 days of modifications.

C. In no way does the inclusion of wage contingency language, as described in Article 9, Sections 2.A. and 2.B. above, imply that any supplemental wage has been agreed upon in excess of what is prescribed in Article 9, Section 1 above.

ARTICLE 10. HEALTH INSURANCE

Section 1. Trust Fund

The Union shall maintain a trust fund for the sole purpose of providing medical insurance benefits and life insurance to eligible members of the Orange County IHSS Provider Unit. The Union will operate the trust fund and insurance programs in accordance with all applicable Federal and/State laws. Funds in said trust shall not be co-mingled with Union funds.

In addition to the foregoing, the Union will ensure that the provision of benefits to providers under this Article comply with all applicable requirements of the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, each as amended.

Section 2. Funding of the Trust Fund

A. The Public Authority will fund the trust as follows: Seventy-One-Cents ($.71) per hour will be paid into the trust fund for all Orange County IHSS Provider hours worked each month during the term of this contract.

B. The Public Authority will fund the trust as follows: an additional Five-Cents ($0.05) per hour during the term of the 2025-2026 MOU, making the total Seventy-Six-Cents ($0.76), will be paid into the trust fund for all Orange County IHSS Provider hours worked each month during the remainder of this contract.

C. Effective upon Union Ratification, County Board of Supervisors and State approval, the Public Authority will fund the trust as follows: an additional Ten-Cents ($0.10) per hour, making the total Eighty-Six-Cents ($0.86), will be paid into the trust fund for all Orange County IHSS Provider hours worked each month during the remainder of this contract.

D. Effective November 1, 2027, the Public Authority will fund the trust as follows: an additional Ten-Cents ($0.10) per hour, making the total Ninety-Six-Cents ($0.96), will be paid into the trust fund for all Orange County IHSS Provider hours worked each month during the remainder of this contract.

E. The Public Authority will fund the trust as follows: Three-Cents ($0.03) per hour will be paid into the trust fund for all Orange County IHSS Provider hours worked each month during the remainder of this contract for Life Insurance.

F. If the benefit rate for IHSS Providers is reduced at the State or Federal level and is lower than the County's current benefit rate, then the County's benefit rate will be automatically reduced to the same level. The Public Authority shall provide written notice to the Union at least thirty (30) calendar days

prior to the effective date of any adjustments made pursuant to this section which would include the reason(s) for the adjustment.

Section 3. Benefits

All eligible providers in the unit will be offered benefits to include health, dental, vision, and life insurance.

Section 4. Eligibility Criteria for Health, Dental, and Vision Insurance

To become eligible to participate in the benefits program, the provider must work at least an average of eighty (80) hours per month during each calendar quarter. If a provider that is currently participating in the benefits program does not work an average of eighty (80) hours per month during any calendar quarter, they will be notified that they will need to increase their hours worked during the following quarter to retain eligibility for benefits. If the provider does not increase their hours to an average of eighty (80) hours per month during that subsequent quarter, they become ineligible for the benefits program and will need to re-establish their eligibility for benefits. Hours worked are equal to, and defined as, paid hours as reported on the Case Management Information and Payroll System.

Section 5. Trust Fund Reports

Once each year, upon written request, the United Domestic Workers of America will provide to the Orange County IHSS Public Authority a copy of the trust fund annual financial report. The annual financial report shall include the actual costs of the health benefit plan and life insurance premiums, member contributions towards medical insurance, eligible provider participation level, rate increases by insurance carriers, a summary of remaining fund expenditures, and the beginning and ending cash balance of the fund. Additionally, once each year, upon written request, the Public Authority will be allowed to perform a full financial audit of the Union Trust Fund at no cost to the Union.

In the event any information is required by the Orange County IHSS Public Authority, the County of Orange or the State of California to satisfy any federal or state reporting requirements, including, but not limited to, requirements imposed by the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, each as amended, UDWA will promptly provide such information to the requesting entity. The foregoing does not limit the responsibility of the Union to promptly satisfy all federal and/or state reporting requirements resulting from the administration of the trust or the insurance programs.

Section 6. Indemnification

The Union shall indemnify and hold the Orange County IHSS Public Authority and the County of Orange harmless from any claims or legal actions brought under this agreement, including, but not limited to, any costs, penalties, fees or assessments imposed under the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, as amended, in connection with the benefits to be provided under this Article.

ARTICLE 11. SUPPLIES

The Public Authority shall purchase Personal Protective Equipment (PPE) that is reimbursable by the State. The Public Authority shall fund supplies up to $30,000 per fiscal year during the term of the 2025-2026 MOU.

Effective upon Union Ratification, County Board of Supervisors and State approval, the Public Authority shall purchase Personal Protective Equipment (PPE) that is reimbursable by the State. The Public Authority shall fund supplies up to $100,000 per fiscal year during the term of this MOU. The parties shall work collaboratively at the LMC meetings to determine what supplies are needed, where they will be stored and who will distribute them.

ARTICLE 12. TRANSPORTATION

The Public Authority and UDW agree to continue a working group during the term of this contract only, to discuss existing opportunities for discounted transportation passes available to Providers and new opportunities for discounted transportation passes.

ARTICLE 13. IDENTIFICATION

The Public Authority and UDW agree to establish a working group during the term of this contract to discuss ideas for Providers to identify themselves.

ARTICLE 14. NON-DISCRIMINATION

Section 1. Non-Discrimination

The Public Authority and the Union shall not discriminate in the interpretation, application or enforcement of the express terms of this Agreement because of an individual's gender, race, creed, color, national origin, sexual orientation, age, or disability.

Section 2. Union Activities

The Public Authority and the Union shall not discriminate against any Provider covered by this agreement for his or her participation or non-participation in Union activities or the exercise of his or her rights under this agreement.

ARTICLE 15. GENERAL PROVISIONS

Section 1. No Strike/No Lockout

During the term of this MOU, the Union, its members and representatives, agree not to engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, or refusal to perform customary duties. The IHSS Public Authority agrees not to lockout members during the term of this MOU.

Section 2. Modification

No provision or term of this agreement may be amended, modified, altered or waived except by written agreement between the parties hereto.

Section 3. Savings Clause/Separability

In the event that any Article, Section or portion of this Agreement is declared invalid by a court of competent jurisdiction or is in contravention of any applicable law the remaining provisions of this Agreement shall not be invalidated thereby and shall remain in full force and effect.

Section 4. Sole and Entire Agreement

a. This Agreement, together with any appendices, concludes all collective bargaining between the parties, constitutes the sole and entire agreement between the parties and supersedes any prior agreements or understandings, oral, written, express or implied, or practices by the Public Authority with regard to bargaining unit members.

b. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not otherwise prohibited by law and that the understandings arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 5. Waiver

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach or condition.

Section 6. Contract Term

This Agreement shall become effective July 1, 2026 and shall terminate on June 30, 2028.